THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



PURCHASE AGREEMENT



for exclusive use by members of the REALTORS® ASSOCIATION OF LINCOLN

200 HOP

HOME Real Estate		
5901 N 27th Street	(Broker), REALTORS® , Lincoln, Nebraska	1/24/14 (Date
1. Property. The undersigned, as Buyer, agrees to purchase the fo Address: 1520 Van Dorn Street, Lincoln, NE 68502		
Legal Description: Lot 21, Orchard Heights, LLCN		
including all fixtures and equipment permanently attached to Property Dishwasher, Microwave Oven, Range/Oven, Garage Door Open	The only personal property in er w/Remotes, Underground	(Property) actuded is as follows: Refrigerator, Sprinkler System
2. Title Insurance. Buyer shall be furnished a current title insuran Insurance or a different policy chosen by Buyer, insuring marketability, issued for this sale shall be paid as follows: By Seller	ce commitment before closing from a title insurance company	and an ALTA Homeowner's Policy of Title
has a reasonable time to correct said defect, not to exceed 30 days from time period, Buyer may declare this Agreement null and void, and the 63. Conveyance of Title and Authority of Parties.	. Buyer ag	rees that should a valid title defect exist. Sall-
(a) Seller agrees to convey to Buyer by warranty deed or none other special assessments levied or assessed and subject to all easements and paving, curbing, sidewalk or utilities previously constructed, now undeassessed as of the date of this Agreement. The documentary stamp tax	shall be paid by Saller	e constructed by public authority but not yet
(b) The undersigned Seller(s) and Buyer(s) each represent and warrant that of any entity or as a fiduciary, to enter into this Purchase Agreement and to transfer title to the Property are parties to this contract.	t they are duly empowered and/create a valid and binding contr	or authorized, whether individually, on behalf act. And that, as to Seller, all parties required
4. Price and Financial Terms. Buyer agrees to pay \$\frac{115,000.}{5500.00}\$ at this time as shown by the receipt set forth belo be cashed. All monies shall be deposited in the selling broker's trust acche transaction, the earnest money shall be transmitted to the party closing agent, if not the listing broker, shall be chosen by agreement of Buyer again.	count, to be held until the time of	f closing. If the selling broker is not closing.
(a) Buyer's Obligations Upon Loan or Assumption: Buyer sha Buyer agrees to sign all papers and pay all related costs, and to obtain the loan or approval for the assumption. If the loan acceptance, this offer shall be null and void and the earnest most completed by the lending agency by the closing date specified until the lending agency has, in the normal course of its busine loan approval within 30 days after the closing date set in this	Il negotiate a new loan or shall a to establish escrow reserves as n or assumption is not applied oney shall be forfeited. If proce- elsewhere in this Agreement, th	ssume the existing mortgage or deed of trust. required. Buyer's best efforts shall be used for within 7 days from the date of ssing of the loan or assumption has not been the time limit shall be automatically extended.
orm 200 HOP, Page 1 of 7 pproved 5/22/13 Copyright Midlands MLS Inc. 2012		Date: Date: 124/14 Seller's Initials Buyer's Initials

If this offer is not contingent on the sale of real estate owned by Buyer and the lender requires as a condition of granting the loan that the real estate owned by Buyer be sold, then Seller shall have the option to declare this Agreement null and void unless further written agreement between Buyer and Seller is obtained. Conditional Upon New Loan: Balance shall be paid in cash, or by cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan in the amount of \$111,550.00, secured by first mortgage or deed of trust. The loan is to be (describe loan): , at a rate not to exceed 5 % for a term of not less than 30 years. Maximum of % origination fee plus -At the time of closing of this sale, Seller agrees to pay \$_ of Buyer's expenses connected with the sale or closing of the sale of the Property which are permitted by Buyer's lender to be paid by Seller. (c) Assume Existing Loan: Buyer agrees to assume and pay the existing mortgage or deed of trust note balance in favor of in the approximate amount of \$____ pay the balance in cash, or by cashier's check at the time of delivery of deed. It is understood that the note terms provide a current interest rate of ______% per annum and payments of approximately \$_____ per month. The payment includes . Interest on the existing loan shall be prorated to date of closing. Buyer agrees to reimburse Seller for the amount in the escrow reserve account which is to be assigned to Buyer. Seller agrees that loan and escrow reserves will be current at time of closing. Buyer agrees to pay assumption fees, if any. Buyer 🗆 does, or 🗀 does not agree to obtain a release of liability of Seller from Seller's loan before closing. (d) All Cash: Balance shall be paid in cash, or cashier's check at time of delivery of deed, no financing being required. (e) Seller Financing: Balance to be evidenced by with Seller. Buyer to make an additional payment by cash or cashier's check of \$ at time of execution of the instruments, and closing. The remainder of shall be paid in monthly payments of \$_____, or more, which monthly payments shall include interest \$ % per annum computed monthly on the unpaid portion of the principal. The debt shall be amortized over _years with a balloon payment on ____ (Date). All other terms and conditions of the instruments shall be as mutually agreed.

Buyer's, or
Seller's attorney shall prepare the instruments with cost of preparation paid by: Other Provisions. Buyer to provide lender pre-approval letter to seller by January 28,2014. 6. Addenda attached. The attached addenda are made a part of this Purchase Agreement. (Please Initial) (Seller_ (List Addenda): Property Tax Credit Addendum Maintenance. Seller agrees to maintain the Property, including, but not limited to, the heating, air conditioning, water heater, sewer, plumbing, electrical system, any appliances and the lawn in their present condition until date of closing, subject to the provisions of paragraph 12 of this Agreement. Seller agrees to install and maintain smoke detectors as required by law. If the Property is in Lancaster County and has a private water and/or wastewater system, Seller agrees, at Seller's cost, to obtain a Property Transfer Determination Letter from the Lincoln-Lancaster County Health Department approving such systems as required by law. Termite Inspection. Buyer requests a termite and wood destroying insect inspection of the Property at Buyer's expense (except should Buyer obtain a VA loan, the expense shall be paid by Seller). Should evidence of termites or wood destroying insects be found, the Property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. Buyer agrees to accept the treated Property. If visible evidence of previously treated infestation which is now inactive is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, and Seller does not elect to pay the cost in excess of such amount, Buyer shall have the option of declaring this Agreement null and void and to the return of the earnest money.

the other; in which case, the financing contingency shall be treated as having failed and Buyer shall be entitled to a refund of earnest money.

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Date: Date:

Seller's Initials Buyer's Initials

- 9. Inspections. The following provisions shall apply to inspections of the real and personal property, with the exception of matters pertaining to lead-based paint if this is a residential dwelling built prior to 1978 and termite inspections which are controlled by paragraph 8 of this Agreement.
 - (a) Buyer, at Buyer's expense, shall have the right to perform any inspections of the real and personal property identified in this Purchase Agreement that Buyer desires. If the condition of the real or personal property is unsatisfactory in Buyer's subjective discretion, Buyer shall provide Seller with:
 - (1) An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Buyer requests Seller to correct; or
 - (2) A Rejection Notice Addendum that notifies Seller that after inspection, Buyer finds the real or personal property to be in unsatisfactory condition (a rejection of the property).
 - (b) To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller or Seller's Authorized Recipient no later than 5:00 p.m. C.T. on the 12th calendar day after the acceptance date ("Inspection Objection Deadline").
 - (c) If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller or Seller's Authorized Recipient by 5:00 p.m. C.T. on the 12th calendar day after the acceptance date ("Inspection Objection Deadline"), the real and the personal property identified in this Purchase Agreement shall be deemed to be satisfactory to Buyer.
 - (d) If a Rejection Notice Addendum is received by Seller or Seller's Authorized Recipient by the Inspection Objection Deadline this Purchase Agreement shall automatically terminate.
 - (e) If an Inspection Notice Addendum containing requests for action by Seller is received by Seller or Seller's Authorized Recipient by the Inspection Objection Deadline and Buyer and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. C.T. on the 18th calendar day after the acceptance date of the Purchase Agreement ("Resolution Deadline"), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Buyer's written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller or Seller's Authorized Recipient.

Upon termination of this Purchase Agreement under this paragraph 9, the earnest money, less amounts necessary to pay any expenses incurred by Realtor® or escrow agent holding the earnest money, shall be refunded to Buyer promptly, upon Buyer providing written notification of the facts constituting termination to the party holding the earnest money, without further documentation being required.

Buyer does not, by acceptance of the real and personal property identified in this Purchase Agreement, waive, release or relinquish any right or claim Buyer may have against Seller by reason of any misrepresentation, concealment or fraud. Buyer shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Buyer's request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Purchase Agreement.

4.0	- Brothellt,
this Agreement. Seller and which significantly Statement, or (3) which Disclosure Statement de	perty. This Agreement is based upon Buyer's personal inspection or investigation of Property and not upon any representation on by any agent involved in this transaction. Buyer agrees to accept Property in its present condition, except as provided in represents that to the best of Seller's knowledge, there are no defects in the Property that (1) are not reasonably ascertainable affect the desirability or value of the Property, or (2) are not set forth within the Seller Property Condition Disclosure the Seller has not disclosed to Seller's Agent in writing. Buyer acknowledges receipt of the Seller Property Condition (Buyer should initial if applicable).
11. Home Warranty. following):	Understanding the benefits of a home warranty, as provided by the terms of the warranty contract (Buyer to initial one of the

following);	Buyer to initial one of th
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Buyer requests that a home warranty be provided. The cost, not to exceed \$655.00 shall be paid as follows:
/_	Buyer declines home warranty coverage.
/_	Buyer understands that warranty coverage is not available for this Property.
12. Responsil	lity of Insurance & Disk of Young and Annual Control of the Contro

- 12. Responsibility of Insurance & Risk of Loss: Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of Seller. If, prior to closing, the structure on the Property is materially damaged; Seller shall immediately notify the Buyer in writing of the damage. Buyer, at Buyer's choice, may: 1) Rescind this agreement OR 2) Take the property subject to the damage with the Seller paying to the Buyer the insurance proceeds and deductible for the restoration of the property or at a price discounted by the cost of restoration of the premises.
- 13. Real Estate Taxes, Prorations. Taxes for prior year shall be paid by Seller. Current year taxes together with interest, rents and homeowners association dues, if any, shall be prorated to the date of possession. Taxes shall be prorated on the basis of the most recent assessed valuation and the most recent tax levy available from the appropriate governing body at the time of closing. The most recent assessed valuation shall be the prior year's valuation until a new valuation, including a preliminary valuation, is published by the county assessor.

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Date:
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after loan approval, whichever lest assure at	(Closing Date), or within 5 day
on March 14, 2014 (Date) but not before alsoing. This	under paragraph 4(a). Possession of Property shall be give
or to give any right of possession. Buyer shall have the right to make a fin conditions of this Agreement have been met.	Agreement shall in no manner be construed to convey Propert al inspection of Property prior to closing to ascertain that al
Owners Plus Plus. Home Real Estate Owners Plus provides savings, choice and convenience to its clients. Your Agent wavailable to Buyer at no cost. As a result of making such products and services avaparagraph is affiliated, may receive certain compensation from various service products.	oviders in relation to the Home Owners Plan.
money or other trust funds is authorized to transfer such items to the escrow agent. After the transfer or Seller to account for funds or preparation of documents in connection with the sale shall also be transferred to the escrow agent. After the transfer or Seller to account for funds or preparation of documents in connection with the sale shall also be transferred to the escrow agent. After the transfer or Seller to account for funds or preparation of documents in connection with the sale shall also be transferred to the escrow agent. After the transfer or Seller or	nandled by an escrow agent. If so, any broker holding the earnes gent. All documents and other items received by any broker it ansfer, a broker shall have no further responsibility or liability to the closing of the sale. Escrow agent will not be required to
17. Compensation. Buyer agrees to pay selling broker compensation of \$295.00	
agreed to pay selling broker fixed compensation pursuant to and as defined in the pro Exclusive Buyer Agency Agreement entered into with selling broker. If this compe that selling broker, which may be the same as the listing broker, may collect comp	rysions of paragraph 3 of the Realtors. Association of Lincoln's nsation is paid by Buyer to selling broker, Seller and Buyer agree ensation from both Seller and Buyer.
18. Do Not Call Provision. Seller and Buyer authorize telephone, facsimile and Listing Company and the selling company, if different, as well as other service pro-	viucis involved in the transaction
19. Default. If Buyer fails to consummate this purchase according to the terms of money as liquidated damages for such failure, or utilize such other legal remedies a dispute over the return or forfeiture of earnest money, the holder of the earnest returns.	f this Agreement, Seller may, at Seller's option, retain the earnest
20. Notices. Any notice required to be given to a party to this Purchase Agreement shall not be complete until received and shall be considered to have been received a notice shall be considered for all purposes to have been delivered to the party rethe party, the party's agent, the broker of the party's agent, or any real estate licen Recipient"). Fax delivery may be shown by written acknowledgment from an author giving the notice. E-mail delivery is complete if the Authorized Recipient affirmat for receiving a notice.	when the notice has been delivered as set forth in this paragraph. quired to be given notice when the written notice is delivered to see associated with the office of the party's agent ("Authorized").
21. Transmittal Authorization. The undersigned agree that all documents bearing Seller and/or Broker/agent relating to the real estate transaction contemplated under the may be transmitted electronically, and/or may use digital signature technology which is and (2) that digital signatures as well as electronic copies of manual signatures, whethere production shall be treated in all respects as originals, and (3) that, if requested, the unit of the production	is Agreement, including offers, counteroffers and acceptances: (1) s compliant with state UETA and/or federal E-SIGN requirements er scanned, digital photograph, facsimile or other means of image
22. Acceptance Date. This offer is null and void if not accepted by Seller of the o'clock p m. Buyer acknowledges receipt of a copy of this Agreem	n or before January 27,2014 Feb. 1, 2014 (Date) at
23. Mediation and Arbitration	seller.
(a) Disputes. The term "Dispute" shall include, without limitation, any cont arising out of the brokerage relationship or the construction, interpretation	roversy, complaint, dispute, claim or disagreement relating to or
(b) Mediation. In the event of any Dispute, any party to the Dispute may see giving 15 days written notice of a request for such mediation to all other part 360 days after the party making the request knew, or exercising reasonable of shall such request be made after the statute of limitations on a civil suit base.	k non-binding mediation in an attempt to resolve the Dispute by ies to the Dispute. The request for mediation must be made within

shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Lincoln, Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such

14. Possession and Closing. Closing of the sale shall be on March 14, 2014

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other mediation service versed in real estate practices of the locality.

Date: Seller's Initials

- (c) Arbitration. Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Lincoln, Nebraska. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbitrer may award attorneys fees to the prevailing party.
- (d) Provisional Remedies. The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.
- (e) Exclusions. The terms of this paragraph 23 shall not apply to:

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- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
- (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
- (3) The filing or enforcement of a construction or similar lien.
- (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. §25-2801 to §25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 23.
- (f) Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES Kylie J. Schildt Buyer's Printed Name Buyer's Printed Name Buyer's Signature Date Lincoln NE Buyer's Current Street Address City State Zip Buyer's Phone Talli Kratochvil HOME Real Estate 402-405-1281 Selling Agent's Printed Name Selling Company Selling Agent's Phone Steve Dorthman? None Listing Agent's Printed Name Listing Company PRINTED NAMES FOR DEED: Kylie J Schildt RECEIPT FOR EARNEST MONEY RECEIVED FROM: Kylie J Schildt _{\$}500.00 _{(by}check #1097 to apply to the purchase price of Property on terms and conditions as stated. If this offer is not accepted by the Seller within the time specified, or if there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded. **HOME Real Estate**

Date:

Seller's Initials

Date

Complete only one of A or B below:

A:

ACCEPTANCE OF ALL TERMS

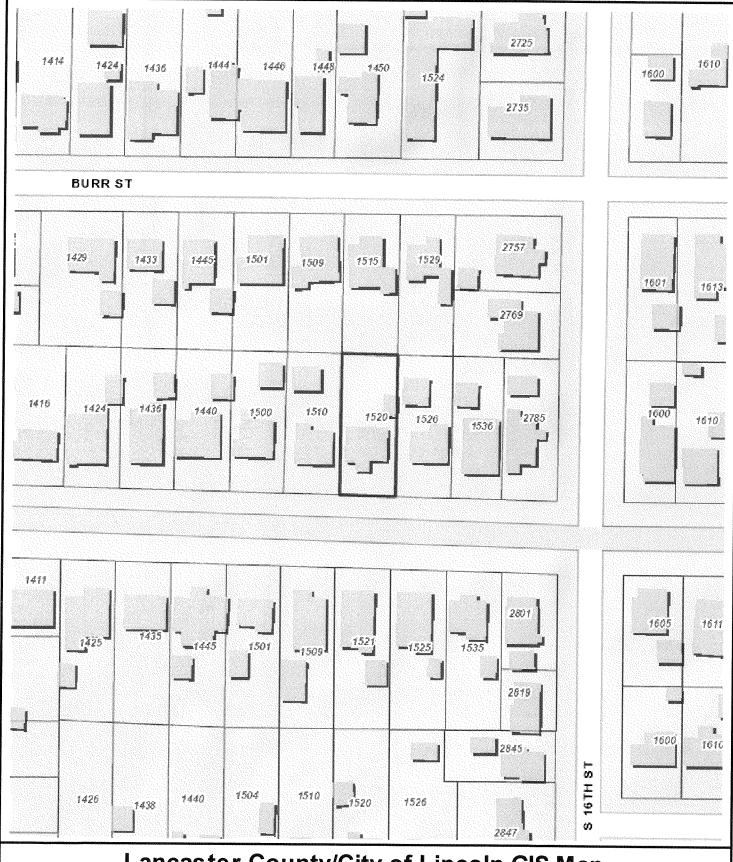
Seller accepts all of the terms of the above agreement and agrees to perform all of its terms.

THIS CONTRACT CONTAINS AN	ARIBTRATION PROV	VISION WHICH MAY	Y RE ENFORCED BY T	EREN TO A ED OVERNO
Seller		Date	DE ENVORCED BY 1	HE PARTIES
Seller		_		
Phone 402-405-1281	Fax	discontinuous de la constitución		
В:	COUNTER OFF	ER BY SELLER		
In response to the above Purchase Agreement date of the Purchase Agreement are accepted and shall	edl remain the same with the	for the same exception of the follo	ale of the Property, all of the wing:	ne terms and conditions
Hurchase prie-	to be	\$ 25	DOD ==	
Closing date +	obut	March :	28,2014	ł
This Counter Offer shall expire to the time of expiration, Buyer's written acceptar If this Counter Offer is so delivered, the Proof	(Date),	at(hour) and be automatically null	and void unless, prior
If this Counter Offer is so delivered, the Purchase	Agreement as amended	by this Counter Offer	Recipient.	
Seller reserves the right to withdraw this Counter made to Buyer or Buyer's Authorized Recipient be	Offen mui am de	T		
THIS CONTRACT CONTAINS AN AI	RBITRATION PROVI	SION WHICH MAY	BE ENFORCED BY TH	E PARTIES
Seller			,	
	Date	Seller		Date
The foregoing Counter Offer is accepted		(Date), at	(hour).	
Buyer (11 Johnsoft	1/27/14	Buyer		
Form 200 HOP, Page 6 of 7			Date:	Date:
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ACKNOWLEDGMENT

STATE OF	STATE OF
COUNTY OF)ss.	COUNTY OF) ss.
The foregoing Acceptance of All Terms or Counter Offer, whichever was signed by the Seller, was acknowledged before me on, by	The foregoing Acceptance of All Terms or Counter Offer, whichever was signed by the Seller, was acknowledged before me on, by
Notary Public	Notary Public
Commission expires	Commission expires
(sea!)	(seal)
RECEIPTS FOR FULLY EXECU	TED PURCHASE AGREEMENT
Buyer acknowledges receipt of executed copy of this agreement.	TOTOLOGICA
Buyer Kyll Schild	Date
Buyer	•
Seller acknowledges receipt of executed copy of this agreement.	
Seller	Date
Seller	Date

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Seller's Initials Buyer's Initials C 124/14



W + E

Lancaster County/City of Lincoln GIS Map

1520 Van Dorn Street

Printed: Jan 30, 2014